

# Agreement of Participation in the AmeriCorps Program

## Page 1 of 8 (SAMPLE - PLEASE CUSTOMIZE FOR YOUR PROGRAM)

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### I. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of \_\_\_\_\_ (hereinafter referred to as the "member") in the \_\_\_\_\_ AmeriCorps Program (hereinafter referred to as the "Program").

### II. MINIMUM QUALIFICATIONS

The member certifies that he/she is a United States citizen, a national, or a legal permanent resident and at least 17 years of age (or at least 16 years of age if the member is a participant in a youth corps).

### III. TERMS OF SERVICE

- A. The member's term of service begins on \_\_\_\_\_ and ends on \_\_\_\_\_. This term of service may be extended by the member and Program, in writing, for the following reason:
1. the member's service has been suspended due to compelling personal circumstances.
  2. the member's service has been terminated, but a grievance procedure has resulted in reinstatement.
- B. The member will complete a minimum of \_\_\_\_\_ hours [**1700 hours for full time and 900 hours for part-time**] of service during this period. Of these \_\_\_\_\_ [**1700 hours or 900 hours**] hours, a maximum of 20% of these hours must be training, education, or other similar approved activities. [Remember you must pay the members for every hour they serve]
- C. The member understands that in order to successfully complete the term of service (as defined by the program and consistent with regulations of the Corporation for National Service) and to be eligible for the education award he/she must serve at least \_\_\_\_\_ [**1700 hours or 900 hours**] hours of service, satisfactorily complete pre-service training, and the appropriate education/training that relates to the member's ability to perform service (i.e. CPR, first aid, mediation and conflict resolutions skills and service-learning activities).

# Agreement of Participation in the AmeriCorps Program

## Page 2 of 8 (SAMPLE - PLEASE CUSTOMIZE FOR YOUR PROGRAM)

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D. The member understands that in order to successfully complete the term of service, the member must receive satisfactory performance reviews for their term of service. The member understands that in order to be eligible for serving a second term of service, the member must have received satisfactory performance reviews for any previous term of service. The member's eligibility for a second term of service will be based on at least a mid-term and an end-of-term evaluation of the member's performance focusing on factors such as: whether the member has:

1. completed the required number of hours;
2. satisfactory completed assignments, tasks, or projects; and
3. met any other criteria that were clearly communicated both orally and in writing, at the beginning of the term-of-service.

E. The member understands, however, that the mere eligibility for an additional term-of-service does not guarantee selection or placement.

#### IV. BENEFITS

A. The member will receive from the Program the following benefits:

Status	Living Allowance	HealthCare	ChildCare
Full-Time	\$8,340	Yes (If Qualified)	Yes (If Qualified)
Part-Time	\$4,415	No	No
2yr Part-Time	\$4,415	No	No

1. the living allowance is taxable.
2. the health insurance policy is hereto attached.
3. a child care allowance may be provided directly to the provider, if the member is eligible and qualifies for the allowance. **(This allowance will be distributed evenly over the term-of-service on a *bi-weekly* basis by the National Association of Child Care Resources and Referral Agencies.)**

B. Upon successful completion of the member's term-of-service, the member will receive an education award from the National Service Trust of:

Status	Education Award
Full-Time 1700 hrs	\$4,725

# Agreement of Participation in the AmeriCorps Program

## Page 3 of 8 (SAMPLE - PLEASE CUSTOMIZE FOR YOUR PROGRAM)

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Part-Time 900 hrs	\$2,362.50
Part-Time 450 hrs	\$1,181.25
2yr Part-Time	\$2,362.50

1. Prior to using the education award, the member agrees (in the event the member has not yet received a high school diploma or its equivalent, including an alternative diploma or certificate for individuals with learning disabilities) to obtain a high school diploma or its equivalent (GED) (unless the member is enrolled in an institution of higher education on an ability to benefit basis or the Program has waived this requirement due the results of the member's education assessment) . Prior to using your education award you must have proof of receiving a high school diploma or receiving a GED.
  2. The member understands the his/her failure to disclose to the Program any history of having been released for cause from another AmeriCorps program will render the member ineligible to receive the education award.
- C. If the member has received forbearance on a qualified student loan during the term-of-service, the National Service Trust will repay any interest that accrued on the loan during the term-of-service.

### V. RULES OF CONDUCT

- A. The member is expected, at all times while acting in an official capacity as an AmeriCorps member to:
1. demonstrate mutual respect towards others;
  2. follow directions;
  3. direct concerns, problems, and suggestions to **[designate the appropriate Program Official here]** ; and
  4. not engage in any activity involving proselytizing or assisting religious organizations, attempting to influence legislation or an election or aid a partisan political organization, helping or hindering union activity, or aiding a business organized for profit.

**A members failure to abide by the above expectations may result in disciplinary action in accordance with section V(D) below.**

# Agreement of Participation in the AmeriCorps Program

## Page 4 of 8 (SAMPLE - PLEASE CUSTOMIZE FOR YOUR PROGRAM)

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B. At no time may the member:

1. engage in any activity that is illegal under local, state or federal law;
2. engage in activities that pose a significant safety risk to others.

**If a member engages in any of the above activities, they will be subject to disciplinary action in accordance with section V(D) and V(E).**

C. The member understands that the following acts also constitute a violation of the Program's rule of conduct: (Samples)

1. Unexcused absences or tardiness;
2. Failure to follow directions;
3. Failure to adequately perform assigned service duties;
4. Theft or careless damage of PROGRAM or Service Site property;
5. Driving for service-related purposes without having received authorization by Service Site or AmeriCorps supervisor;
6. Abusive language;
7. Engaging in fighting;
8. Insubordination;
9. Failure to notify a supervisor when unable to report for service activities;
10. Inappropriate behavior or dress;
11. Lying;
12. Harassment of clients, fellow members or agency personnel;
13. Involvement in prohibited activities (See section V(4))
14. Breach of confidentiality

D. For violating the above stated rules in section V(C) above, or engaging in any other inappropriate behavior not specifically listed above, the Program will do the following (except in the cases where during the term-of-service the member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance):

1. for the member's first offense, an appropriate Program official will issue a verbal warning to the member;
2. for the member's second offense, an appropriate Program official will issue a written warning and reprimand the member;

# **Agreement of Participation in the AmeriCorps Program**

## **Page 5 of 8 (SAMPLE - PLEASE CUSTOMIZE FOR YOUR PROGRAM)**

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3. for the member's third offense, the member may be suspended for one day or more without compensation and will not receive credit for any service hours missed;
4. for the fourth offense, the Program may release the member for cause.

**However, there is no requirement that the Program follow a prescribed sequence in the imposition of a particular form of punishment.**

- E. The member understands the he/she will be either suspended or released for cause in accordance with paragraphs (B), (D), and (E) of section VII of this agreement for committing certain acts during the term-of-service including but not limited to: (Samples)
  1. being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance.
  2. engaging in activity that may physically or emotionally damage other members of the program or members of the community;
  3. transporting passengers in their own private vehicle during hours they are serving as an AmeriCorps member, unless the passenger is an employee of Program.
  4. possessing or using any illegal drugs during the term-of-service;
  5. consuming alcoholic beverages during the performance of service activities;
  6. being under the influence of alcohol or any illegal drugs during the performance of service activities; or
  7. failure to notify the Program of any criminal arrest or conviction that occurs during the term-of-service.

### **VI. RELEASE FROM TERMS-OF-SERVICE**

- A. The member understands that he/she may be released for the following two reasons:
  1. for cause, as explained in paragraph (B) of this section; or

# Agreement of Participation in the AmeriCorps Program

## Page 6 of 8 (SAMPLE - PLEASE CUSTOMIZE FOR YOUR PROGRAM)

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2. compelling personal circumstances as defined in paragraph (C) of this section.
- B. The Program will release the member for cause and the member will not receive an education award for the following reasons:
1. the member has dropped out of the Program without obtaining a release for compelling personal circumstances from the **[identify the appropriate Program official]**;
  2. during the term-of-service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
  3. the member has committed a fourth offense in accordance with paragraph (D) of section V of this agreement.
  4. the member commits any of the acts listed in section V (E) above.
- C. The Program may release the member from the term-of-service, due to compelling personal circumstances and may be eligible to receive a prorated education award, if:
1. the member has a serious injury or illness that makes completing the term impossible;
  2. there is a serious injury, illness or death of an immediate family member and the member is needed to care for that family member or take over the duties of the family member;
  3. the member is drafted by the Armed Services of the United States, or , if a Reservist called to active duty for an extended period of time; or
  4. some other circumstances occur that makes it impossible or very difficult for the member to complete the term-of-service and the Program deems the circumstances to be compelling.
- D. The Program will suspend the member's term-of-service for the following reasons:
1. during the term-of-service, the member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the member is found not guilty or the charge is dismissed, the

# Agreement of Participation in the AmeriCorps Program

## Page 7 of 8 (SAMPLE - PLEASE CUSTOMIZE FOR YOUR PROGRAM)

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member may resume his/her term-of-service. The member, however, will not receive back living allowances or credit for any service hours missed.)

2. during the term-of-service, the member has been convicted of a first offense of possession of a controlled substance. (If the member, however, demonstrates that he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term-of-service. The member will not receive back living allowances or credit for any service hours missed.) **(Optional)**
  3. The member has committed a third offense in accordance with paragraph (D) section V of this agreement.
- E. If the member discontinues his/her term-of-service because they were suspended or released “for cause” as described in paragraph (B) and (D) above, the member will cease to receive the benefits described in paragraph (A) of Section IV and will receive no portion of the education award or interest payments.
- F. If the member discontinues his/her term-of-service due to compelling personal circumstances as described in paragraph (C) above, the member will cease to receive benefits described in Section IV. If, however, the member has completed at least 15% of their required hours (255 service hours for 1700 hour members and 135 for 900 hour members), the member will receive a pro-rated portion of the education award or interest payments described in paragraphs (B) (C) of section IV.

### VII. MEMBER RESTRICTIONS

#### A. Contact with minor age children

1. The member is prohibited from having any contact with minor age children involved in the PROGRAM during non-working hours, unless special written permission is given by the Program Director prior to the contact
2. During service hours, any one-on-one interaction with minor age children by a member must be supervised by another adult.

**Violation of any of the above member restrictions will result in immediate termination for cause. Because of the difficulty in investigating improper behavior with a child, the lack of witnesses in**

# Agreement of Participation in the AmeriCorps Program

## Page 8 of 8 (SAMPLE - PLEASE CUSTOMIZE FOR YOUR PROGRAM)

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the above situations, and the inherent risk to the child, any member who violates these policies will be terminated immediately for cause.

### VIII. GRIEVANCE PROCEDURES

- A. The member understands that the Program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation or proposed service assignment;
- B. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance procedure which is as follows :

#### C. [INSERT PROGRAMS GRIEVANCE PROCEDURES HERE]

**PLEASE CONSULT THE AMERICORPS PROVISIONS FOR THE STATUTORY REQUIREMENTS FOR A GRIEVANCE PROCEDURE FOR AN AMERICORPS PROGRAM AND THE SAMPLE GRIEVANCE PROCEDURE PROVIDED.**

### IX. AMENDMENTS TO THIS AGREEMENT

This agreement may be changed or revised by written consent by both parties.

### X. AUTHORIZATION

The member and Program hereby acknowledge by their signatures that they have read understand, and agree to all the terms and conditions of this agreement. (If the member is under the age of 18 years old, the member's parent or legal guardian must also sign.)

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Member Name (Print) \_\_\_\_\_

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Program Director Name (Print) \_\_\_\_\_